

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI
EASTERN DIVISION**

UNITED STATES OF AMERICA,)	
)	
Plaintiff,)	
)	
v.)	Case No.
)	
GLOBAL PYROTECHNIC SOLUTIONS, INC.,))	
)	
Defendant.)	

COMPLAINT

COMES NOW Plaintiff, the United States of America, by and through its undersigned counsel, Jeffrey B. Jensen, United States Attorney for the Eastern District of Missouri, and Jane Rund, Assistant United States Attorney for said District, and for its cause of action the Defendant, state as follows:

1. Plaintiff is the United States of America ("United States") and this Court has jurisdiction over the subject matter of this action by virtue of Title 28, United States Code, Section 1345. This is a debt collection action pursuant to the Federal Debt Collection Improvement Act of 1996, 31 U.S.C. §3701, *et seq.*
2. Defendant Global Pyrotechnic Solutions, Inc. ("GPS") resides within the boundaries of the Eastern Division of the Eastern District of Missouri.
3. Defendant GPS is indebted to Plaintiff United States of America in the amount \$35,794.33, which includes a current principal amount of \$20,100.00, interest of \$899.13 and costs and administrative fees of \$14,798.20, pursuant to 31 U.S.C. §§ 3717(e), 3711 (g)(6), and

28 U.S.C. §527. This debt arose in connection with the defendants' May 2014 default on \$22,000.00 of citations for violations of Occupational Safety and Health Administration codes.

4. On March 3, 2014, Defendants and the U.S. Department of Labor entered into a Stipulation and Settlement Agreement to resolve these citations approved by the Administrative Law Judge. Attached hereto as Exhibits "1" and "2".

5. On January 31, 2015, after GPS failed to make payments, a demand letter was sent by the Department of Treasury Financial Management Service to Defendant GPS Attached hereto as Exhibit "3" is the Demand Letter dated January 31, 2015.

6. Demand letters were sent again to Defendant GPS by a private collection agency on March 9, 2015, March 20, 2015 and November 3, 2015 in attempts to collect this debt. Attached hereto as Exhibit "4" are the Demand Letters.

7. Attached hereto as Exhibit "5" is a Certificate of Indebtedness prepared by the U. S. Department of the Treasury, Financial Management Service, acting on behalf of U.S. Department of Labor, Occupational Safety and Health Administration, establishing the basis for Defendants' GPS' liability of a total debt of \$35,794.33.

WHEREFORE, the United States of America prays for judgment against the Defendant Global Pyrotechnic Solutions, Inc. in the sum of \$20,100.00 principal, with interest of \$899.13, and administrative fees of \$14,798.20, for a total of \$35,794.33, and for such other and further relief as the Court may deem proper.

Respectfully submitted,

JEFFREY B. JENSEN
United States Attorney


s/ Jane Rund

JANE RUND #47298 MO
Assistant United States Attorney
111 South Tenth Street, Room 20.333
St. Louis, MO 63102
(314) 539-7636
(314) 539-2287 fax
Email: jane.rund@usdoj.gov

UNITED STATES OF AMERICA
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION

SECRETARY OF LABOR,
UNITED STATES DEPARTMENT OF LABOR,

Complainant,

OSHRC DOCKET
NO. 12-2162

v.

GLOBAL PYROTECHNIC SOLUTIONS, INC.,

Respondent.

STIPULATION AND SETTLEMENT AGREEMENT

The Secretary of Labor, United States Department of Labor, hereinafter referred to as the "Secretary," and Global Pyrotechnic Solutions, Inc., hereinafter referred to as "Respondent," by and through its attorney of record, Julie O'Keefe, Esquire, and the law firm of Armstrong Teasdale LLP, stipulate and agree as follows:

1. (a) Based on a reevaluation of the evidence and a reconsideration of the statutory factors on which the proposed penalties are determined, including Respondent's presentation of financial documentation and verification that Respondent's Department of Defense contract has not been re-newed, the Secretary hereby amends Citation number 1 as follows:

4AAV0003EVW

Item	Proposed Penalties	Amended Penalties	Other Amendments (*OTS = OTHER THAN SERIOUS)
1	\$3500	\$0	Vacate. Respondent agrees to install vapor accumulation monitors & air exchange vents on the sides of the building in order to facilitate natural ventilation
2	\$3500	\$0	Vacate. Same abatement as set forth in Item 1
3	\$4900	\$0	Vacate
4a	\$4900	\$500	Amend to OTS*
4b	Grouped	Grouped	Amend to OTS
5	\$4900	\$1700	No other changes
6a	\$4900	\$3000	Amend cited standard to §1910.119(e)(3) and reference AVD as Instance A. Move items 6b thru 6g into item 6a as separate instances and designate Item 6a as Item 6
6b	Grouped	N/A	Delete reference to cited standard. Move amended AVD to Item 6a as Instance B and delete all reference to Item 6b
6c	Grouped	N/A	Delete reference to cited standard. Move amended AVD to Item 6a as Instance C and delete all reference to Item 6c
6d	Grouped	N/A	Delete reference to cited standard. Move amended AVD to Item 6a as Instance D and delete all reference to Item 6d
6e	Grouped	N/A	Delete reference to cited standard. Move amended AVD

			to Item 6a as Instance E and delete all reference to Item 6e
6f	Grouped	N/A	Delete reference to cited standard. Move amended AVD to Item 6a as Instance F and delete all reference to Item 6f
6g	Grouped	N/A	Delete reference to cited standard. Move amended AVD to Item 6a as Instance G and delete all reference to Item 6g
7	\$4900	\$0	Vacate Item
8	\$4900	\$0	Vacate Item. Respondent shall purchase a radio communications system utilizing lower frequencies
9	\$4900	\$1700	No other changes
10	\$4900	\$1700	Amend to OTS
11	\$4900	\$300	Amend to OTS
12	\$4900	\$300	Amend to OTS
13	\$4900	\$0	Vacate Item
14	\$4900	\$1700	No other changes
15	\$4900	\$1700	No other changes
16	\$4900	\$0	Vacate Item
17	\$4900	\$300	Amend to OTS
18a	\$4900	\$300	Amend to OTS
18b	Grouped	N/A	Vacate Item
19	\$4900	\$0	Vacate Item
20	\$4900	\$2000	Amend reference in AVD by deleting "100%"
21	\$4900	\$1700	No other changes
22a	\$3500	\$1700	No other changes
22b	Grouped	Grouped	No other changes
23	\$4900	\$0	Vacate Item
24a	\$3500	\$1700	No other changes

24b	Grouped	Grouped	No other changes
25	\$4900	\$1700	No other changes

Based on a reevaluation of the evidence and a reconsideration of the statutory factors on which the proposed penalties are determined, including Respondent's presentation of financial documentation and verification that Respondent's Department of Defense contract has not been re-newed, the Secretary hereby amends Citation number 2 as follows:

Item	Proposed Penalties	Amended Penalties	Other Amendments
1	\$0	N/A	Vacate item
2	\$0	N/A	Vacate Item; Employees shall be retrained to not leave vehicles running when parked
3	\$0	N/A	Vacate item
4	\$0	N/A	Vacate item; materials new to the process and replacement spare parts shall be subjected to a "test run" to assure compatibility
5	\$0	\$0	Vacate Item
6	\$	\$0	No other changes

The Citations and notifications of proposed penalties are deemed amended accordingly.

2. Respondent hereby withdraws its notice of contest to the citations and the proposed penalties, as amended herein. In support of its withdrawal,

Respondent states:

(a) That the abatement of all items of Citation numbers 1 and 2, as amended herein, have been or will be accomplished and agrees that the final abatement date for said items, as amended, shall be sixty (60) days from the date that the Administrative Law Judge signs an Order approving this Stipulation and Settlement Agreement. Respondent will comply with all applicable abatement verification provisions of 29 C.F.R. § 1903.19, including but not limited to, all certification, documentation, and posting requirements. Abatement certification shall be accomplished within 10 calendar days after the abatement date by mailing a letter to William McDonald, Area Director, St. Louis Area Office of the Occupational Safety and Health Administration, 1222 Spruce Street, Room 9.104, St. Louis, Missouri 63103, stating that abatement has been completed, the date and method of abatement, and that affected employees and their representatives have been informed of the abatement. Any required abatement documentation shall be submitted along with the abatement certification;

(b) That affected employees are not represented by an authorized employee representative, and, therefore, a copy of this Stipulation and Settlement Agreement will be posted at Respondent's

workplace on March 4, 2013, at Respondent's
employee bulletin board
(PLEASE INSERT LOCATION WHERE AGREEMENT IS TO BE POSTED)

where it may be viewed by its employees. The Agreement will remain posted until it becomes a final order of the Commission;

(c) (c) That it will tender payment of the total amended penalty of \$22,000.00 to the Secretary's representative at the St. Louis Area Office of the Occupational Safety and Health Administration, 1222 Spruce Street, Room 9.104, St. Louis, Missouri 63103, as follows: Respondent shall deliver to the Secretary's representative twenty-three (23) consecutive monthly payments of \$950.00 and one (1) final payment of \$150.00. The first payment shall be due on the first day of the month which occurs at least sixty (60) days following the issuance of an Order by the Administrative Law Judge approving this Stipulation and Settlement Agreement. Thereafter, each succeeding payment shall be due on the first day of each month thereafter until such time as the total reduced penalty of \$22,000.00 is paid in full.

Nothing contained herein shall prohibit Respondent from making some or all of the payments due prior to their actual due date(s). Failure to make any payment when due will, upon the discretion of the St. Louis,

Missouri OSHA Area Director, and upon the delivery of written demand to Respondent, cause the remaining balance to become immediately due and payable. The parties agree that any unpaid balance under this agreement is a debt owing to the United States and is subject to the Debt Collection Act of 1982 (Public Law 97-365) and the Debt Collection Improvement Act of 1996, 31 U.S.C. §§ 3701-3719.

3. Nothing in the Agreement shall affect the entry of the Final Order in this case or the utilization and introduction of the Final Order in pending or subsequent proceedings under the Act for any purpose. Respondent represents that its agreement to take any of the proposed actions set forth herein, its payment of any proposed penalty, its execution of this Stipulation of Settlement, and any pleadings filed by either party in this action shall not be deemed to be admissions by Respondent of any fault or liability or that Respondent caused or contributed to the injury, illness or death of any person or damage to any property in any claim or proceeding which now exists or may arise by any person, agency, or entity.

The parties are entering into this Agreement without any prejudice to or waiver of their rights to raise any defense or argument in any future or pending proceedings under the Act. The parties retain the

right to assert in any pending or subsequent proceedings that any conditions identical or similar to those alleged in this matter do or do not violate the Occupational Safety and Health Act or any standard promulgated thereunder.

4. The Secretary and Respondent agree that based on the foregoing representations of Respondent, an order may be entered of record showing that Respondent has withdrawn its notice of contest and entering the citations and notifications of proposed penalties, as amended herein, as a final order of the Commission.

5. Further, each party hereby agrees to bear its own fees and other expenses incurred by such party in connection with any stage of this proceeding, including but not limited to, attorney's fees, costs, and other expenses which may be available under the Equal Access to Justice Act (5 U.S.C. § 504), as amended.

Dated this 3rd day of MARCH, 2014.

M. Patricia Smith
Solicitor of Labor

Global Pyrotechnic
Solutions, Inc.,

Chris Z. Heri
Regional Solicitor

H. Alice Jacks
Associate Regional Solicitor

By 
Julie O'Keefe, Esquire


Evert H. Van Wijk
Attorney

Armstrong Teasdale LLP
7700 Forsyth Blvd.,
Suite 1800
St. Louis, MO 63105
(314) 621-5070
(314) 621-5065 (fax)

Two Pershing Square Bldg.
2300 Main Street Suite 1020
Kansas City, MO 64108
(816) 285-7281
(816) 285-7287 (fax)

Attorneys for Respondent
Global Pyrotechnic
Solutions, Inc.

Attorneys for
Secretary of Labor,
U.S. Department of Labor

NOTICE TO EMPLOYEES OR EMPLOYEE REPRESENTATIVE

The attached Stipulation and Settlement Agreement has been entered into by the parties hereto, and is being submitted to the Occupational Safety and Health Review Commission for entry as a final order. If you have any comments on the Stipulation and Settlement Agreement, you may submit them within ten days of service or posting of the stipulation to:

Judge Sharon D. Calhoun
Occupational Safety and Health
Review Commission
1924 Building - Room 2R90
100 Alabama Street, S.W.
Atlanta, Georgia 30303-3104

A copy of such comments should also be sent to:

H. Alice Jacks
Associate Regional Solicitor
U.S. Department of Labor
Two Pershing Square Building
2300 Main Street Suite 1020
Kansas City, Missouri 64108

Served and/or posted this 4th day of March,
2014.



United States of America
OCCUPATIONAL SAFETY AND HEALTH REVIEW COMMISSION
 1924 Building - Room 2R90, 100 Alabama Street, S.W.
 Atlanta, Georgia 30303-3104

Secretary of Labor,

Complainant,

v.

OSHRC Docket No. 12-2162

Global Pyrotechnic Solutions, Inc.,

Respondent.

Order Approving Stipulation and Settlement Agreement

Respondent, by letter dated September 7, 2012, contested a serious and other citation issued to it on September 4, 2012.

On March 3, 2014, the fully executed Stipulation and Settlement Agreement was received from the parties which resolve the issues pending before the Commission. The stipulation and settlement agreement having been considered, it is ORDERED:

1. The terms of the stipulation and settlement are approved and incorporated herein as part of this order;
2. The citations and proposed penalties issued to respondent on September 4, 2012, are amended, reclassified, regrouped and vacated in accordance with the terms of the stipulation and settlement agreement and an amended penalty in the amount of \$22,000.00 is assessed; and
3. The Respondent withdraws its notice of contest, pursuant to the terms of stipulation and settlement agreement.

SO ORDERED.

Date: March 3, 2014

Sharon D. Calhoun

Judge Sharon D. Calhoun
 1924 Building, Suite 2R90
 100 Alabama Street, S.W.
 Atlanta, Georgia 30303-3104
 Phone: (404) 562-1640 Fax: (404) 562-1650

Secretary of Labor v. Global Pyrotechnic Solutions, Inc.,
Docket No.: 12-2162

Certificate of Service

I hereby certify that a copy of the Notice of Order and Report with accompanying Order Approving Stipulation and Settlement Agreement in this case was mailed to the parties listed below by first class mail on March 3, 2014.

For the Secretary:

Evert H. Van Wijk, Esquire
Office of the Solicitor
U.S. Department of Labor
Two Pershing Square Bldg.
2300 Main Street Suite 1020
Kansas City, MO 64108

For the Employer:

Julie O'Keefe, Esquire
Armstrong Teasdale, LLP
7700 Forsyth Blvd.,
Suite 1800
St. Louis, MO 63105

Elizabeth M. Carver

Elizabeth M. Carver, Legal Assistant
Occupational Safety & Health Review Commission
100 Alabama Street, SW., Room 2R90
1924 Building
Atlanta, GA 30303-3104
Phone: 404-562-1640
Fax: 404-562-1650

DEPARTMENT OF THE TREASURY
FINANCIAL MANAGEMENT SERVICE
P. O. BOX 830794
BIRMINGHAM, AL 35283-0794



January 31, 2015



GLOBAL PYROTECHNIC SOLUTIONS INC.
c/o SUSAN HARVEY Business Contact
10476 SUNSET DRIVE
DITTMER, MO 63023

FedDebt Case Identification: 2015024556A
Agency Debt Identification: 279658A489021

Your unpaid delinquent debt owed to the Department of Labor, Occupational Safety and Health Admin, OSHA, has been referred to the U.S. Department of the Treasury for collection. According to the records of the Department of Labor, you owe \$21,080.16.

Collection action will continue unless you make payment, within ten (10) days from the date of this letter, in the amount of \$26,982.60, which includes all applicable fees, interest, and penalties, as of today.

If you wish to avoid further collection action and additional charges, you must immediately pay your debt. Your check or money order should be made payable to the U.S. Treasury-FMS. To ensure proper credit to your account, please include the FedDebt Case Identification Number 2015024556A in the memo section of your payment. Please note that we accept credit card payments via MasterCard, Visa, Discover, or American Express. Please send your payment with the attached PAYMENT COUPON to:

U.S. Department of the Treasury - FMS
Debt Management Services
Post Office Box 979101
St. Louis, MO 63197-9000

You may also make an electronic payment via pay.gov:

(<https://www.pay.gov/paygov/forms/formInstance.html?agencyFormId=16531440>).

Correspondence should be mailed to: U.S. Department of the Treasury
Debt Management Services
Post Office Box 830794
Birmingham, AL 35283-0794

If you are unable to pay your debt in full, please contact a Customer Service Representative toll free at (888) 826-3127, or the Telecommunications Device for the Deaf (TDD) at (866) 896-2947.

U. S. Department of the Treasury
Debt Management Services

DSBDL__003__ fdv1

Detach Here

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PAYMENT COUPON

GLOBAL PYROTECHNIC SOLUTIONS INC.
c/o SUSAN HARVEY Business Contact
10476 SUNSET DRIVE
DITTMER, MO 63023

FedDebt Case Identification Number: 2015024556A
Amount Due: \$26,982.60
Amount Enclosed: _____

METHOD OF PAYMENT (check one):

Make check/money order payable to: U.S. Department of Treasury - FMS
☐ Personal/Company Check ☐ Money Order ☐ Bank Check
☐ Visa ☐ MasterCard ☐ Discover ☐ American Express

Credit Card Account Number: _____

Expiration Date: _____ Authorized Amount: _____

Authorized Signature: _____

Remit to:
U.S. Department of the Treasury -- FMS
Debt Management Services
Post Office Box 979101
St. Louis, MO 63197-9000





Corporate Address: 1309 Technology Pkwy, Cedar Falls, IA 50613
Hours of Operation: 9:00 a.m.- 5:00 p.m. CT Monday-Friday

CALL: (866)895-4766

ORIGINAL CREDITOR: Department of Labor



Debt Identification Number:	2015024556A
Principal Balance:	\$20,100.00
Interest:	\$172.78
Penalty:	\$936.16
Fees:	\$5,951.31
Current Debt Balance:	\$27,160.25

Dear GLOBAL PYROTECHNIC SOLUTIONS:

03/09/15

This letter serves as official notice that your past due account has been referred to The CBE Group, Inc. (CBE). CBE is a private collection agency that has been contracted with by the U. S. Department of the Treasury, Bureau of the Fiscal Service to collect your outstanding balance in accordance with the Debt Collection Improvement Act of 1996.

Due to your failure to honor this obligation, the entire balance of your account is due. Pursuant to the policy of the creditor:

- Your account may have been reported to the credit bureaus, which could be detrimental when attempting to obtain credit in the future.
- Depending on your creditor agency, the Department of the Treasury may be authorized to offset future eligible government payments such as income tax refunds, government contract funding, social security pension and other financial assistance provided by the government.
- Should you not resolve your debt, your debt may be reviewed for possible referral by Bureau of the Fiscal Service to the U.S. Department of Justice for legal action.

As of the date of this letter, you owe \$27,160.25. Because of interest and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater. Thus, if you pay the total amount due shown above, an adjustment may be necessary after the U.S. Department of the Treasury receives your check, in which event we will inform you.

Please pay the total amount due of \$27,160.25. To ensure proper credit, please note your debt identification number, name and address on your check and mail it with the bottom portion of this letter in the enclosed envelope. If you are financially unable to pay the full balance at this time, please call us to discuss payment options. We can be reached at (866)895-4766 or by email at FDRcustomerservice@cbegroup.com.

**This is an attempt to collect a debt; any information obtained will be used for that purpose.
This communication is from a debt collector.**

Please call our office with any change in your name, address or phone number.

190CDCBEG100702

PLEASE DETACH AND RETURN WITH ENCLOSED ENVELOPE

PO BOX 2040
WATERLOO, IA 50704-2040
CHANGE SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW

CARD NUMBER	EXP DATE	CHECK CARD USING FOR PAYMENT
SIGNATURE		<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS
ACCOUNT #: 2015024556A	DATE: 03/09/15	<input type="checkbox"/> DISCOVER <input type="checkbox"/> Diners Club International
PLEASE PAY THIS AMOUNT: \$27,160.25	AMOUNT ENCLOSED:	

Do not send cash
Note your debt identification number on your check
Make checks payable to US Department of the Treasury
Return this portion with your payment

03/09/15
CALL: (866)895-4766
CS Number: 10-000703786

0702 540640967

GLOBAL PYROTECHNIC SOLUTIONS
10476 SUNSET DR
DITTMER, MO 63023

FMS DMS CBE GROUP INC. (CGI)
PO BOX 979110
ST. LOUIS, MO 63197-9000

979110 2015024556A 0002716025 2



Corporate Address: 1309 Technology Pkwy, Cedar Falls, IA 50613
Hours of Operation: 9:00 a.m.- 5:00 p.m. CT Monday-Friday

CALL: (866)895-4766

ORIGINAL CREDITOR: Department of Labor

Debt Identification Number:	2015024556A
Principal Balance:	\$20,100.00
Interest:	\$172.78
Penalty:	\$936.16
Fees:	\$5,951.31
Current Debt Balance:	\$27,160.25

Dear GLOBAL PYROTECHNIC SOLUTIONS:

03/20/15

This letter is regarding your account with the above-referenced original creditor, which was referred to The CBE Group, Inc. by the U.S. Department of the Treasury to collect the balance due in full.

To help us determine your ability to repay your debt to the U.S. Department of the Treasury, please complete the enclosed financial statement and send it to P.O. Box 2040, Waterloo, IA 50704-2040. Completed financial statements can also be returned via fax (866) 912-1304. Please call (866)895-4766 if you have any questions.

The information will be used to evaluate your ability to pay your account. It may be disclosed to government agencies and their contractors, to employers, lenders and others to enforce this debt; to third parties in audits, research or disputes about the management of this debt; and to parties with a right to this information. These uses are explained in the Federal Register of March 2, 2007, 72 FR 9611, amending FMS System of Records .014, published in 70 FR 34529 on June 14, 2005.

As of the date of this letter, you owe \$27,160.25. Because of interest and other charges assessed by your creditor that may vary from day to day, the amount due on the day you pay may be greater. Thus, if you pay the total amount due shown above, an adjustment may be necessary after the U.S. Department of the Treasury receives your check, in which event we will inform you.

This is an attempt to collect a debt; any information obtained will be used for that purpose.
This communication is from a debt collector.

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION.

Please call our office with any change in your name, address or phone number.

199CDC8EG100722

PLEASE DETACH AND RETURN WITH ENCLOSED ENVELOPE

PO BOX 2040
WATERLOO, IA 50704-2040
CHANGE SERVICE REQUESTED

IF PAYING BY CREDIT CARD, FILL OUT BELOW

CARD NUMBER	EXP DATE	CHECK CARD USING FOR PAYMENT
SIGNATURE		<input type="checkbox"/> VISA <input type="checkbox"/> MASTERCARD <input type="checkbox"/> AMERICAN EXPRESS
ACCOUNT #: 2015024556A	DATE: 03/20/15	<input type="checkbox"/> DISCOVER <input type="checkbox"/> Diners Club International
PLEASE PAY THIS AMOUNT: \$27,160.25	AMOUNT ENCLOSED:	

Do not send cash
Note your debt identification number on your check
Make checks payable to US Department of the Treasury
Return this portion with your payment

03/20/15
CALL: (866)895-4766
CS Number: 10-000703786

0722 549763520

GLOBAL PYROTECHNIC SOLUTIONS
10476 SUNSET DR
DITTMER, MO 63023

FMS DMS CBE GROUP INC. (CGI)
PO BOX 979110
ST. LOUIS, MO 63197-9000

979110 2015024556A 0002716025 2

2015024556A

PO Box 3023
Niagara Falls, NY 14304-7321

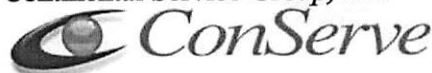
11/03/2015

6002

B-01-DJI-AM-00213

GLOBAL PYROTECHNIC SOLUTIONS, INC.
C/O-SUSAN HARVEY 10476 SUNSET DRIVE
DITTMER MO 63023

Continental Service Group, Inc.

A Debt Collection Agency
200 CrossKeys Office Park
Fairport, NY 14450
866-562-3255

Re: U.S. Department of the Treasury, FMS
 For: Department of Labor
 Agency ID: 2015024556A
 Debt ID: 2015024556
 Principal: \$20,100.00
 Creditor Assessed Interest: \$303.84
 Creditor Assessed Admin Costs: \$6,208.19
 Creditor Assessed Penalties: \$1,722.54
Total Due: \$28,334.57

Rate of Interest: 1.00%
 Date of Last Pyt: Not Provided by Treasury

The U.S. Department of the Treasury, Financial Management Service (FMS) has referred your Department of Labor account to ConServe, a Private Collection Agency for immediate collection. You are responsible to repay this debt.

As of the date of this letter, you owe the balance shown on this letter. Because your Federal debt may require you to pay interest on the outstanding portion of your balance, as well as other Creditor assessed charges, which vary from day to day, the amount required to pay your Federal debt in full may be greater than the amount stated here. We encourage you to call prior to making a payment intended to pay your account in full. Do Not Delay.

Send Payments with Coupon To:
 U.S. DEPARTMENT OF THE TREASURY
 FMS DMS CON
 P.O. BOX 979111
 SAINT LOUIS MO 63197-9000

Send Only Correspondence (No Payments) To:
 CONSERVE
 P.O. BOX 1528
 FAIRPORT, NY 14450
 Toll Free Telephone Number: 866-562-3255

Unless you notify this office within 30 days after receiving this notice that you dispute the validity of this debt or any portion thereof, this office will assume this debt is valid. If you notify this office in writing within 30 days from receiving this notice that you dispute the validity of this debt or any portion thereof, this office will obtain verification of the debt or obtain a copy of a judgment and mail you a copy of such judgment or verification. If you request this office in writing within 30 days after receiving this notice this office will provide you with the name and address of the original creditor, if different from the current creditor. Federal Law prohibits unfair collection practices.

**THIS COMMUNICATION IS FROM A DEBT COLLECTOR AND IS AN ATTEMPT TO COLLECT A DEBT.
 ANY INFORMATION OBTAINED WILL BE USED FOR THAT PURPOSE.**

NOTICE: SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT

Continental Service Group, Inc.

A Debt Collection Agency
200 CrossKeys Office Park
Fairport, NY 14450
866-562-3255

Re: U.S. Department of the Treasury, FMS
 For: Department of Labor
 Agency ID: 2015024556A
 Debt ID: 2015024556
 Total Due: \$28,334.57
 Amount Enclosed: \$_____

Mail Payment To:



U.S. DEPARTMENT OF THE TREASURY
 FMS DMS CON
 P.O. BOX 979111
 SAINT LOUIS MO 63197-9000

ConServe Acct #: 1079425

979111 2015024556A2 2833457 0

1079425

2015024556A

under state law to notify consumers of the following rights. This list does not contain a complete list of the rights consumers have under state and federal law.

CALIFORNIA: As required by law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. But we will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described in the notice on the front of this letter.

The state Rosenthal Fair Debt Collection Practices Act and the federal Fair Debt Collection Practices Act require that, except under unusual circumstances, collectors may not contact you before 8 A.M. or after 9 P.M. They may not harass you by using threats of violence or arrest or by using obscene language. Collectors may not use false or misleading statements or call you at work if they know or have reason to know that you may not receive personal calls at work. For the most part, collectors may not tell another person, other than your attorney or spouse, about your debt. Collectors may contact another person to confirm your location or enforce a judgment. For more information about debt collection activities, you may contact the Federal Trade Commission at 1-877-FTC-HELP or www.ftc.gov.

COLORADO: FOR INFORMATION ABOUT THE COLORADO FAIR DEBT COLLECTION PRACTICES ACT, SEE WWW.COLORADOATTORNEYGENERAL.GOV/CA. Our Registered Trade name in the state of Colorado is ConServe, NY. Our in-state office address and telephone number is 621 Seventeenth Street, Suite 1800, Denver, Colorado 80293; (303) 302-7101.

A CONSUMER HAS THE RIGHT TO REQUEST IN WRITING THAT A DEBT COLLECTOR OR COLLECTION AGENCY CEASE FURTHER COMMUNICATION WITH THE CONSUMER. A WRITTEN REQUEST TO CEASE COMMUNICATION WILL NOT PROHIBIT THE DEBT COLLECTOR OR COLLECTION AGENCY FROM TAKING ANY OTHER ACTION AUTHORIZED BY LAW TO COLLECT THE DEBT.

MAINE:

Our hours of operation are 8:00 am – 9:00 pm (ET) Monday through Thursday; 8:00 am – 5:00 pm (ET) on Friday.

MASSACHUSETTS:

Our office address is 200 CrossKeys Office Park, Fairport, NY and our hours are 8:00 am – 9:00 pm (ET) Monday through Thursday; 8:00 am – 5:00 pm (ET) on Friday.

NOTICE OF IMPORTANT RIGHTS

You have the right to make a written or oral request that telephone calls regarding your debt not be made to you at your place of employment. Any such oral request will be valid for only ten days unless you provide written confirmation of the request postmarked or delivered within seven days of such request. You may terminate this request by writing to the debt collector.

MINNESOTA: THIS COLLECTION AGENCY IS LICENSED BY THE MINNESOTA DEPARTMENT OF COMMERCE. OUR REGISTERED ASSUMED NAME IN THE STATE OF MINNESOTA IS CONSERVE-ARM.

NORTH CAROLINA: North Carolina Permit Number: 100740

PUERTO RICO: Our collection agency is authorized to do business in Puerto Rico as Continental Service Group, Inc.

TENNESSEE: This Collection Agency is licensed by the Collection Service Board of the Department of Commerce and Insurance.

UTAH: As required by Utah law, you are hereby notified that a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfill the terms of your credit obligations. We will not submit a negative credit report to a credit reporting agency about this credit obligation until the expiration of the time period described on the front of this letter

WISCONSIN: This collection agency is licensed by the Division of Banking in the Wisconsin Department of Financial Institutions, www.wdfl.org

ADDRESS CHANGES





Please indicate any corrections/changes below.

Name _____

Address _____

City, State, ZIP _____

To pay by credit card, check appropriate box and complete form below.

☐  ☐  ☐  ☐ 

Credit Card #: _____

Payment Amount: _____ Expiration Date: _____

Cardholder's Name: _____

Signature: _____



U.S. DEPARTMENT OF THE TREASURY
BUREAU OF THE FISCAL SERVICE
WASHINGTON, D.C. 20227

ACTING ON BEHALF OF
U.S. Department of Labor, Occupational Safety & Health Administration
CERTIFICATE OF INDEBTEDNESS

Debtor Name(s) and Address(es):

Global Pyrotechnic Solutions, Inc.
10476 Sunset Drive
Dittmer, MO 63023

RE: Treasury Claim TRFM2015024556

I certify that the U.S. Department of Labor, Occupational Safety & Health Administration (OSHA) records show that the debtor named above is indebted to the United States in the amount stated as follows:

Principal:	\$20,100.00
Interest through 10/17/18*:	\$ 899.13
Penalty fee through 10/17/18*:	\$ 5,294.28
Admin fee:	\$ 10.00
DMS fees:	\$ 8,417.09
DOJ fees:	\$ 1,073.83

(pursuant to 31 U.S.C. 3717(e) and 3711(g)(6), (7); 31 C.F.R. 285.12(j) and 31 C.F.R. 901.1(f); and 28 U.S.C. 527, note)

TOTAL debt owed as of 10/17/18: \$35,794.33

*NOTE: Per the creditor agency, once the debt is referred to Fiscal Service and/or DOJ, interest continues to accrue at the rate of 1% per annum and penalty continues to accrue at the rate of 6% per annum.

This debt reportedly arose in connection with the numerous workplace safety violations of the Occupational Safety and Health Act of 1970 (29 U.S.C. 650/651 et seq.) and OSHA regulations (29 C.F.R. 1926), as noted during the March – September 2012 OSHA inspections of the debtor's work site at 10476 Sunset Drive, Dittmer, MO 63023.

CERTIFICATION: Pursuant to 28 USC ss. 1746, I certify under penalty of perjury that the foregoing is true and correct to the best of my knowledge and belief based upon information provided by the U.S. Department of Labor, Occupational Safety & Health Administration.

X *Ashleigh N. Edmonds*

October 17, 2018

Signed by: Ashleigh N. Edmonds

Ashleigh Edmonds
Financial Program Specialist
U.S. Department of the Treasury
Bureau of the Fiscal Service

JS 44 (Rev. 06/17)

CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as provided by local rules of court. This form, approved by the Judicial Conference of the United States in September 1974, is required for the use of the Clerk of Court for the purpose of initiating the civil docket sheet. (SEE INSTRUCTIONS ON NEXT PAGE OF THIS FORM.)

I. (a) PLAINTIFFS

UNITED STATES OF AMERICA

(b) County of Residence of First Listed Plaintiff _____
(EXCEPT IN U.S. PLAINTIFF CASES)

(c) Attorneys (Firm Name, Address, and Telephone Number)

JANE RUND, ASSISTANT UNITED STATES ATTORNEY
111 SOUTH 10TH STREET, ROOM 20.333, ST. LOUIS, MO 63102

DEFENDANTS

GLOBAL PYROTECHNIC SOLUTIONS, INC.

County of Residence of First Listed Defendant Jefferson
(IN U.S. PLAINTIFF CASES ONLY)

NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.

Attorneys (If Known)

II. BASIS OF JURISDICTION (Place an "X" in One Box Only)

- ☒ 1 U.S. Government Plaintiff
- ☐ 2 U.S. Government Defendant
- ☐ 3 Federal Question (U.S. Government Not a Party)
- ☐ 4 Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES (Place an "X" in One Box for Plaintiff and One Box for Defendant)

- | | PTF | DEF | | PTF | DEF |
|-----------------------------------------|----------------------------|----------------------------|---------------------------------------------------------------|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business In This State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business In Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. NATURE OF SUIT (Place an "X" in One Box Only)

Click here for: Nature of Suit Code Descriptions.

CONTRACT	TORTS	FORFEITURE/PENALTY	BANKRUPTCY	OTHER STATUTES
<input type="checkbox"/> 110 Insurance <input type="checkbox"/> 120 Marine <input type="checkbox"/> 130 Miller Act <input type="checkbox"/> 140 Negotiable Instrument <input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment <input type="checkbox"/> 151 Medicare Act <input type="checkbox"/> 152 Recovery of Defaulted Student Loans (Excludes Veterans) <input type="checkbox"/> 153 Recovery of Overpayment of Veteran's Benefits <input type="checkbox"/> 160 Stockholders' Suits <input type="checkbox"/> 190 Other Contract <input type="checkbox"/> 195 Contract Product Liability <input type="checkbox"/> 196 Franchise	PERSONAL INJURY <input type="checkbox"/> 310 Airplane <input type="checkbox"/> 315 Airplane Product Liability <input type="checkbox"/> 320 Assault, Libel & Slander <input type="checkbox"/> 330 Federal Employers' Liability <input type="checkbox"/> 340 Marine <input type="checkbox"/> 345 Marine Product Liability <input type="checkbox"/> 350 Motor Vehicle <input type="checkbox"/> 355 Motor Vehicle Product Liability <input type="checkbox"/> 360 Other Personal Injury <input type="checkbox"/> 362 Personal Injury - Medical Malpractice	PERSONAL INJURY <input type="checkbox"/> 365 Personal Injury - Product Liability <input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability <input type="checkbox"/> 368 Asbestos Personal Injury Product Liability PERSONAL PROPERTY <input type="checkbox"/> 370 Other Fraud <input type="checkbox"/> 371 Truth in Lending <input type="checkbox"/> 380 Other Personal Property Damage <input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881 <input checked="" type="checkbox"/> 690 Other	<input type="checkbox"/> 422 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 PROPERTY RIGHTS <input type="checkbox"/> 820 Copyrights <input type="checkbox"/> 830 Patent <input type="checkbox"/> 835 Patent - Abbreviated New Drug Application <input type="checkbox"/> 840 Trademark
REAL PROPERTY <input type="checkbox"/> 210 Land Condemnation <input type="checkbox"/> 220 Foreclosure <input type="checkbox"/> 230 Rent Lease & Ejectment <input type="checkbox"/> 240 Torts to Land <input type="checkbox"/> 245 Tort Product Liability <input type="checkbox"/> 290 All Other Real Property	CIVIL RIGHTS <input type="checkbox"/> 440 Other Civil Rights <input type="checkbox"/> 441 Voting <input type="checkbox"/> 442 Employment <input type="checkbox"/> 443 Housing/Accommodations <input type="checkbox"/> 445 Amer. w/Disabilities - Employment <input type="checkbox"/> 446 Amer. w/Disabilities - Other <input type="checkbox"/> 448 Education	PRISONER PETITIONS Habeas Corpus: <input type="checkbox"/> 463 Alien Detainee <input type="checkbox"/> 510 Motions to Vacate Sentence <input type="checkbox"/> 530 General <input type="checkbox"/> 535 Death Penalty Other: <input type="checkbox"/> 540 Mandamus & Other <input type="checkbox"/> 550 Civil Rights <input type="checkbox"/> 555 Prison Condition <input type="checkbox"/> 560 Civil Detainee - Conditions of Confinement	LABOR <input type="checkbox"/> 710 Fair Labor Standards Act <input type="checkbox"/> 720 Labor/Management Relations <input type="checkbox"/> 740 Railway Labor Act <input type="checkbox"/> 751 Family and Medical Leave Act <input type="checkbox"/> 790 Other Labor Litigation <input type="checkbox"/> 791 Employee Retirement Income Security Act	<input type="checkbox"/> 424 Appeal 28 USC 158 <input type="checkbox"/> 423 Withdrawal 28 USC 157 SOCIAL SECURITY <input type="checkbox"/> 861 HIA (1395ff) <input type="checkbox"/> 862 Black Lung (923) <input type="checkbox"/> 863 DIWC/DIWW (405(g)) <input type="checkbox"/> 864 SSID Title XVI <input type="checkbox"/> 865 RSI (405(g))
			IMMIGRATION <input type="checkbox"/> 462 Naturalization Application <input type="checkbox"/> 465 Other Immigration Actions	FEDERAL TAX SUITS <input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant) <input type="checkbox"/> 871 IRS—Third Party 26 USC 7609
				<input type="checkbox"/> 375 False Claims Act <input type="checkbox"/> 376 Qui Tam (31 USC 3729(a)) <input type="checkbox"/> 400 State Reapportionment <input type="checkbox"/> 410 Antitrust <input type="checkbox"/> 430 Banks and Banking <input type="checkbox"/> 450 Commerce <input type="checkbox"/> 460 Deportation <input type="checkbox"/> 470 Racketeer Influenced and Corrupt Organizations <input type="checkbox"/> 480 Consumer Credit <input type="checkbox"/> 490 Cable/Sat TV <input type="checkbox"/> 850 Securities/Commodities/Exchange <input type="checkbox"/> 890 Other Statutory Actions <input type="checkbox"/> 891 Agricultural Acts <input type="checkbox"/> 893 Environmental Matters <input type="checkbox"/> 895 Freedom of Information Act <input type="checkbox"/> 896 Arbitration <input type="checkbox"/> 899 Administrative Procedure Act/Review or Appeal of Agency Decision <input type="checkbox"/> 950 Constitutionality of State Statutes

V. ORIGIN (Place an "X" in One Box Only)

- ☒ 1 Original Proceeding
- ☐ 2 Removed from State Court
- ☐ 3 Remanded from Appellate Court
- ☐ 4 Reinstated or Reopened
- ☐ 5 Transferred from Another District (specify)
- ☐ 6 Multidistrict Litigation - Transfer
- ☐ 8 Multidistrict Litigation - Direct File

VI. CAUSE OF ACTION

Cite the U.S. Civil Statute under which you are filing (Do not cite jurisdictional statutes unless diversity):

31 U.S.C. 3717(e)

Brief description of cause:

Debt owed to U.S. Dept. of Labor, Occupational Safety & Health Administration

VII. REQUESTED IN COMPLAINT:

☐ CHECK IF THIS IS A CLASS ACTION UNDER RULE 23, F.R.Cv.P.

DEMAND \$
35,794.33

CHECK YES only if demanded in complaint:
JURY DEMAND: ☐ Yes ☒ No

VIII. RELATED CASE(S) IF ANY

(See instructions):

JUDGE

DOCKET NUMBER

DATE

02/26/2019

SIGNATURE OF ATTORNEY OF RECORD

FOR OFFICE USE ONLY

RECEIPT #

AMOUNT

APPLYING IFP

JUDGE

MAG. JUDGE

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MISSOURI

UNITED STATES OF
AMERICA

Plaintiff,

v.

GLOBAL PYROTECHNIC
SOLUTIONS, INC.

Defendant,

Case No. 4:19CV319

ORIGINAL FILING FORM

**THIS FORM MUST BE COMPLETED AND VERIFIED BY THE FILING PARTY
WHEN INITIATING A NEW CASE.**

☐ THIS SAME CAUSE, OR A SUBSTANTIALLY EQUIVALENT COMPLAINT, WAS
PREVIOUSLY FILED IN THIS COURT AS CASE NUMBER _____
AND ASSIGNED TO THE HONORABLE JUDGE _____.

☐ THIS CAUSE IS RELATED, BUT IS NOT SUBSTANTIALLY EQUIVALENT TO ANY
PREVIOUSLY FILED COMPLAINT. THE RELATED CASE NUMBER IS _____ AND
THAT CASE WAS ASSIGNED TO THE HONORABLE _____. THIS CASE MAY,
THEREFORE, BE OPENED AS AN ORIGINAL PROCEEDING.

☒ NEITHER THIS SAME CAUSE, NOR A SUBSTANTIALLY EQUIVALENT
COMPLAINT, HAS BEEN PREVIOUSLY FILED IN THIS COURT, AND THEREFORE
MAY BE OPENED AS AN ORIGINAL PROCEEDING.

The undersigned affirms that the information provided above is true and correct.

Date: 02/26/2019


Signature of Filing Party

AO 398 (Rev. 01/09) Notice of a Lawsuit and Request to Waive Service of a Summons

UNITED STATES DISTRICT COURT

for the

Eastern District of Missouri

UNITED STATES OF AMERICA

Plaintiff

v.

GLOBAL PYROTECHNIC SOLUTIONS, INC.

Defendant

Civil Action No. 4:19CV319

NOTICE OF A LAWSUIT AND REQUEST TO WAIVE SERVICE OF A SUMMONS

To: GLOBAL PYROTECHNIC SOLUTIONS, INC.

(Name of the defendant or - if the defendant is a corporation, partnership, or association - an officer or agent authorized to receive service)

Why are you getting this?

A lawsuit has been filed against you, or the entity you represent, in this court under the number shown above. A copy of the complaint is attached.

This is not a summons, or an official notice from the court. It is a request that, to avoid expenses, you waive formal service of a summons by signing and returning the enclosed waiver. To avoid these expenses, you must return the signed waiver within 30 days *(give at least 30 days, or at least 60 days if the defendant is outside any judicial district of the United States)* from the date shown below, which is the date this notice was sent. Two copies of the waiver form are enclosed, along with a stamped, self-addressed envelope or other prepaid means for returning one copy. You may keep the other copy.

What happens next?

If you return the signed waiver, I will file it with the court. The action will then proceed as if you had been served on the date the waiver is filed, but no summons will be served on you and you will have 60 days from the date this notice is sent (see the date below) to answer the complaint (or 90 days if this notice is sent to you outside any judicial district of the United States).

If you do not return the signed waiver within the time indicated, I will arrange to have the summons and complaint served on you. And I will ask the court to require you, or the entity you represent, to pay the expenses of making service.

Please read the enclosed statement about the duty to avoid unnecessary expenses.

I certify that this request is being sent to you on the date below.

Date: 02/26/2019



Signature of the attorney or unrepresented party

JANE RUND

Printed name

111 South Tenth Street, Room 20.333
St. Louis, MO 63102

Address

jane.rund@usdoj.gov

E-mail address

314-539-7636

Telephone number

AO 399 (01/09) Waiver of the Service of Summons

UNITED STATES DISTRICT COURT

for the
Eastern District of Missouri

UNITED STATES OF AMERICA

Plaintiff

v.

GLOBAL PYROTECHNIC SOLUTIONS, INC.

Defendant

Civil Action No. 4:19CV319

WAIVER OF THE SERVICE OF SUMMONS

To: UNITED STATES OF AMERICA

(Name of the plaintiff's attorney or unrepresented plaintiff)

I have received your request to waive service of a summons in this action along with a copy of the complaint, two copies of this waiver form, and a prepaid means of returning one signed copy of the form to you.

I, or the entity I represent, agree to save the expense of serving a summons and complaint in this case.

I understand that I, or the entity I represent, will keep all defenses or objections to the lawsuit, the court's jurisdiction, and the venue of the action, but that I waive any objections to the absence of a summons or of service.

I also understand that I, or the entity I represent, must file and serve an answer or a motion under Rule 12 within 60 days from 02/26/2019, the date when this request was sent (or 90 days if it was sent outside the United States). If I fail to do so, a default judgment will be entered against me or the entity I represent.

Date: _____

Signature of the attorney or unrepresented party

Printed name of party waiving service of summons

Printed name

Address

E-mail address

Telephone number

Duty to Avoid Unnecessary Expenses of Serving a Summons

Rule 4 of the Federal Rules of Civil Procedure requires certain defendants to cooperate in saving unnecessary expenses of serving a summons and complaint. A defendant who is located in the United States and who fails to return a signed waiver of service requested by a plaintiff located in the United States will be required to pay the expenses of service, unless the defendant shows good cause for the failure.

"Good cause" does *not* include a belief that the lawsuit is groundless, or that it has been brought in an improper venue, or that the court has no jurisdiction over this matter or over the defendant or the defendant's property.

If the waiver is signed and returned, you can still make these and all other defenses and objections, but you cannot object to the absence of a summons or of service.

If you waive service, then you must, within the time specified on the waiver form, serve an answer or a motion under Rule 12 on the plaintiff and file a copy with the court. By signing and returning the waiver form, you are allowed more time to respond than if a summons had been served.